



CONTRACT REVIEW/APPROVAL ROUTING FORM

INSTRUCTIONS:

1. First time original contracts

- Contact City Clerk's Office for Contract Number
- One copy of the Contract Routing Form
- Two original contract documents

2. Amendments/Change Orders

- Contact City Clerk's Office for a NEW Contract Number
- One copy of the Contract Routing Form
- Two original amendments/change orders
- One copy of the original contract

FILED
DEC 12 2008
CITY CLERK
CITY OF SHORELINE

Originator: Rob Beem		Routed by: Victoria Alie	
Department/Division: Human Services		Date: July 2, 2008	
Type of Contract:			
<input type="checkbox"/> (A) Addendum/Change Order <input type="checkbox"/> (W) Public Works <input type="checkbox"/> (O) Other			
<input type="checkbox"/> (GR) Grants <input type="checkbox"/> (S) Purchase of Services			
<input type="checkbox"/> (L) Lease Agreement <input checked="" type="checkbox"/> (I) Intergov't Agreement			
CONTRACT TITLE: Joint Interlocal Agreement regarding DCBG 2009-2011			
Brief Description of Services: Management of the City's share of the CDBG			
Contract Modification: Has the original contract boilerplate language been modified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, list which sections have been modified: Using County's Format			
Bid/RFP Number:			
Name of Consultant/Contractor: King County			
Effective Date: 1/1/2009		Termination Date: 12/31/2011	

Regional Affordable
Housing Program
Interlocal

Total Amount of Contract (including reimbursable expenses):			
Org Key - Obj Number:	Amount:	J/L Number (if required):	
Org Key - Obj Number:	Amount:	J/L Number (if required):	
Org Key - Obj Number:	Amount:	J/L Number (if required):	
Org Key - Obj Number:	Amount:	J/L Number (if required):	
Budget: Are there sufficient funds in the current budget to cover this contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
If no, where are the additional funds coming from?			
Payment Terms (monthly installments, progress payments, etc.): Progress Payments			
Remarks: There are no changes from the version seen by City Council in previous years.			

SIGNATURE ROUTING	
<input checked="" type="checkbox"/> 1. Project Manager/Director	<input checked="" type="checkbox"/> 6. City Council approval (if required) 7/14/2008
<input checked="" type="checkbox"/> 2. Risk Management/Budget	<input checked="" type="checkbox"/> 7. City Manager 7/17/08
<input checked="" type="checkbox"/> 3. City Attorney	<input checked="" type="checkbox"/> 8. City Clerk 12.12.08
<input checked="" type="checkbox"/> 4. Send to Consultant for signature (only contract documents)	<input type="checkbox"/> 9. Originating Department
<input type="checkbox"/> 5. Department Director	

PRIOR TO EXECUTION - MUST BE ATTACHED	
For Public/Small Works Contracts:	For Service Contracts:
<input type="checkbox"/> Contractor Responsibility Form <input type="checkbox"/> W-9 Form	<input type="checkbox"/> Certificate of Insurance
<input type="checkbox"/> Contract Bond/In Lieu of Form	<input type="checkbox"/> W-9 Form
<input type="checkbox"/> Certificate of Insurance	



King County

Community Services Division Housing and Community Development

Department of Community and Human Services
401 Fifth Avenue, Suite 510
Seattle, WA 98104

206-263-9033 FAX: 206-296-0229
TTY Relay: 711



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KING COUNTY CO INTERLOCA 0.00
PAGE001 OF 015
11/21/2008 11:49
KING COUNTY, WA

Please return to the Attention of:

Cheryl Markham, Program Manager
King County Housing and Community
Development
401 Fifth Avenue, Suite 510
Seattle, WA 98104

WASHINGTON STATE RECORDER'S COVER SHEET

Document Title

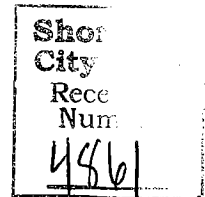
Joint Interlocal Agreement Regarding the
Community Development Block Grant Program 2009 – 2011.

Grantor(s) / Grantee(s)

The Agreement is between King County, Washington and the cities of:

Federal Way, Renton, and Shoreline.

Full copies of each agreement are maintained by the Department of Community and Human Services / Community Services Division / Housing and Community Development Program located at 401 Fifth Avenue, Suite 510, Seattle, WA 98104.



**JOINT INTERLOCAL AGREEMENT
REGARDING THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is entered into by and between King County (hereinafter the "County") and the City of Shoreline, (hereinafter the "City") said parties to this Agreement each being a unit of general local government in the State of Washington.

WITNESSETH:

WHEREAS, the federal government, through adoption and administration of the Housing and Community Development Act of 1974 (the "Act"), as amended, will make available to King County Community Development Block Grant funds, hereinafter referred to as "CDBG", for expenditure during the 2009-2011 funding years; and

WHEREAS, the area encompassed by unincorporated King County and all participating cities, has been designated by the United States Department of Housing and Urban Development ("HUD"), as an urban county for the purpose of receiving CDBG funds; and

WHEREAS, the Act directs HUD to distribute to each urban county a share of the annual appropriation of CDBG funds based on formula, taking into consideration the social and economic characteristics of the urban county; and

WHEREAS, the Act allows participation of units of general government within an urban county in undertaking activities that further the goals of the CDBG program within the urban county; and

WHEREAS, upon HUD approval of the joint request and cooperation agreement, a metropolitan city becomes a part of the urban county for purposes of program planning and implementation for the entire period of the urban county qualification, and for the CDBG program, will be treated by HUD as any other unit of general local government that is a part of the urban county; and

WHEREAS, a metropolitan city or an urban county may be part of a consortium; and

WHEREAS, the County and the City agree that it is mutually desirable and beneficial to form a consortium that includes other participating jurisdictions ("Consortium") to implement the terms of this Interlocal Agreement; and

WHEREAS, the CDBG Regulations require the acceptance of the consolidated housing and community development plan ("Consolidated Plan") by participating jurisdictions; and

WHEREAS, the County shall undertake CDBG/HOME Program-funded activities in participating incorporated jurisdictions as specified in the Consolidated Plan by granting funds to those jurisdictions and to other qualifying entities to carry out such activities; and

WHEREAS, the County is responsible to the federal government for all activities undertaken with CDBG funds and shall ensure that all CDBG assurances and certifications King County is required to submit to HUD with the Annual Action Plan are met; and

WHEREAS, the County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the National Affordable Housing Act of 1990, as amended, 42 USC 12701 et. seq. and 24 CFR Part 92 for purposes of the HOME Investment Partnerships Program, hereinafter referred to as "HOME Program", and to cooperate in undertaking HOME Program activities; and

WHEREAS, the County and the City are committed to targeting CDBG and HOME Program funds to ensure benefit for very low to moderate-income persons as defined by HUD; and

WHEREAS, the County and the City recognize that needs of very low to moderate-income persons may cross jurisdictional boundaries and therefore can be considered regional and sub-regional needs as well as local needs; and

WHEREAS, the County, in conjunction with the participating jurisdictions, must submit an Annual Action Plan to HUD, which is a requirement to receive CDBG funds; and

WHEREAS, the purpose of this Joint Interlocal Agreement, entered into pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chapter 39.34, is for planning the distribution and administration of CDBG, HOME Program, and other federal funds received on behalf of the Consortium from HUD, and for execution of activities in accordance with and under authority of the Act:

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS AGREED THAT:

I. GENERAL AGREEMENT

The County and City agree to cooperate to undertake, or assist in undertaking, activities which further the development of viable urban communities, including the provision of decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-and-moderate income, through community renewal and lower income housing assistance activities, funded from annual CDBG and HOME Program funds from federal Fiscal Years 2009, 2010 and 2011 appropriations, from recaptured funds and from any program income generated from the expenditure of such funds.

II. DEFINITIONS

- A. "JRC" means the inter-jurisdictional Joint Recommendations Committee as described in Section V of this Agreement.

- B. "Entitlement amount" means the amount of funds that a metropolitan city is entitled to receive under the Entitlement Grant Program as determined by formula set forth in Section 106 of the Act.
- C. "Program income" means gross income received by the City directly generated from the use of City CDBG funds which includes income from the Housing Repair Program projects within the City and a pro rata share of net income generated from float loan activity. Pro rata calculations will use the amount in II (B).
- D. "Recaptured funds" means a fund balance that remains at the close of a project activity, cancellation of an awarded project or a repayment of funds that is required due to determination of ineligible activity by HUD, change of use from original grant award or sale of property.
- E. "New stand-alone capital project" means a project that requires the establishment of a new HUD IDIS activity number as opposed to an existing project where supplemental funding is being added.
- F. "Stand-alone public service project" means a project that has not been funded by the sub-regional process utilized by those non-entitlement consortium cities signing the King County Consortium Interlocal Cooperation Agreement for the Community Development Block Grant Program in the applicable program year. A City's stand-alone public service project may include more than one subcontract as long as only one HUD IDIS activity number is required and the City submits all information, reports and invoices to the County as one project.
- G. "Joint Agreement Cities" means CDBG entitlement cities that choose to participate in the King County CDBG Consortium for administration of CDBG funds as a party to this agreement.

III. GENERAL DISTRIBUTION OF FUNDS

- A. The County will retain an amount equal to 10% of the City's CDBG entitlement plus program income each year for administration and fund management. The remaining 10% of the City's CDBG entitlement plus program income available for planning and administration will be allocated by the City and may be used to plan and administer the City's CDBG projects in accordance with this agreement.
- B. The County will retain an amount equal to 2% of the City's CDBG entitlement plus program income each year for eligible project management related costs for the implementation of projects funded by the City.
- C. Five percent of the funds available from the City's CDBG entitlement plus program income shall be retained for the Housing Stability Program, a public service activity in support of homeless prevention and in support of the affordable housing requirements under the implementation of the State Growth Management

Act (RCW Chapter 36.70A). The remaining 10% from the City's entitlement plus program income available for public services will be allocated by the City in accordance with this agreement.

- D. Twenty-five percent of the funds available from the City's CDBG entitlement plus program income shall be retained for the Consortium-wide Housing Repair program. The JRC may periodically review and recommend increases or decreases to this percentage if, in its judgment, there has been a substantial change in the Consortium's overall funding or in the need for housing repair that justifies an increase or decrease. The remaining capital funds will be allocated by the City in accordance with this agreement.
- E. The balance of the City's entitlement plus program income, along with any recaptured funds from city-funded projects, may be allocated to projects selected by the City, provided they are consistent with the provisions of Section IV below.

IV. USE OF FUNDS: GENERAL PROVISIONS

- A. Funds shall be used to support the goals and objectives of the King County Consortium Consolidated Plan.
- B. Funds shall be used in accordance with the CDBG regulations at 24 CFR Part 570, HOME Program regulations at 24 CFR Part 92, and all other applicable federal regulations.
- C. The City agrees to a maximum of two new stand-alone capital projects per year with a maximum of one project that may trigger Davis Bacon annually. Capital funds not used for these projects may be allocated to sub-regional projects by the City unless returned by City to the sub-regional fund.
- D. Public Service funds. The City agrees to a maximum of four stand-alone public service projects per year. Funds contributed to a sub-regional public service project would not count as part of the four stand-alone projects in this Agreement.
- E. No project funding minimum is established in this agreement. Project minimums that may be established by the JRC for the Consortium sub-regional funding shall not be binding on the Joint Agreement cities.

V. JOINT RECOMMENDATIONS COMMITTEE

An inter-jurisdictional Joint Recommendations Committee ("JRC") shall be established through the 2009-2011 Consortium Interlocal Cooperation Agreement and is hereby adopted as part of this agreement.

- A. Composition—The JRC is composed of three county representatives and eight cities representatives.

1. The three county representatives shall be King County Executive staff with broad policy responsibilities and/or department directors. County representatives shall be specified in writing and, where possible, shall be consistently the same persons from meeting to meeting.
 2. Four of the cities representatives shall be from those non-entitlement consortium cities signing the King County Consortium Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program, two from each subregion.
 3. The remaining four cities representatives shall be from cities that qualify to receive CDBG or entitlement funds directly from HUD that are signing either a Joint Agreement or HOME Program Agreement. These latter four representatives shall have no vote on matters specific to the jurisdictions of the King County Consortium Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program.
 4. Two of the eight cities representatives shall be rotated among the CDBG Joint Agreement Cities. The two representatives will vote on issues affecting Joint Agreement Cities that are specific to this agreement.
 5. For the two Joint Agreement City rotating positions, the Joint Agreement Cities will notify the County by the end of the second week in February of each year, who the two Joint Agreement City representatives will be for that year. .
 6. The chairperson and vice-chairperson of the JRC shall be chosen from among the members of the JRC by a majority vote of the members for a term of one year beginning with the first meeting of the calendar year. Attendance of five members shall constitute a quorum.
- B. The King County Executive shall appoint the three county representatives. The participating cities of the King County Consortium Interlocal Cooperation Agreement shall provide for the appointment of their shared representatives in a manner to be determined by those cities through the Suburban Cities Association or other agreed-upon mechanism for the execution of shared appointing authority. The Suburban Cities Association or other agreed mechanism will select four jurisdictions of varying size from among those signing this agreement, two from the north/east sub-region and two from the south sub-region. The cities representatives shall be elected officials, chief administrative officers, or persons who report directly to the chief administrative officer and who have broad policy responsibilities; e.g., planning directors, department directors, etc. Members of the JRC shall serve for two years, or at the pleasure of their respective appointing authorities.
- C. Powers and Duties—The JRC shall be empowered to:

1. Review and recommend to the King County Executive all policy matters concerning the Consortium CDBG and HOME Programs, including but not limited to the Consolidated Plan and related plans and policies.
 2. Review and recommend to the King County Executive the projects and programs to be undertaken with CDBG funds and HOME Program funds, including the Administrative Set-aside.
 3. Monitor and ensure that all geographic areas and participating jurisdictions benefit fairly from CDBG and HOME Program funded activities over the three-year agreement period, so far as is feasible and within the goals and objectives of the Consolidated Plan.
- D. Advisory Committees to JRC—In fulfilling its duty to review and recommend projects and programs to be undertaken with CDBG and HOME Program funds, the JRC shall consider the advice of inter-jurisdictional advisory committees. Sub-regional advisory committees, made up of one representative from each participating jurisdiction in a sub-region that wishes to participate, shall be convened to assist in the review and recommendation of projects and programs to be undertaken in that sub-region. The JRC may also solicit recommendations from other inter-jurisdictional housing and community development committees.

VI. **RESPONSIBILITIES AND POWERS OF KING COUNTY**

- A. Notwithstanding any other provision contained in this Agreement, the County as the applicant and grantee for CDBG and HOME Program funds has responsibility for and assumes all obligations in the execution of the CDBG and HOME Programs, including final responsibility for selecting and executing activities, ensuring compliance with federal requirements and submitting to HUD the Consolidated Plan, Annual Action Plan, and related plans. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.

The County will bear responsibility for:

1. the HUD-related portions of program planning
2. preparing and submitting the Annual Action Plan and application to HUD
3. preparing and submitting amendments to the Annual Action Plan
4. setting up the projects in the HUD IDIS system

5. preparing and submitting all other HUD-required planning documents (Consolidated Plan and any amendments; the Analysis of Impediments to Fair Housing Choice and the Fair Housing Action Plan; the Homeless Continuum of Care Plan and the Homeless Management Information System; the Lead Paint Hazard Reduction Plan; etc.)
- B. The Metropolitan King County Council shall have authority and responsibility for all policy matters, including the Consolidated Plan, upon review and recommendation by the JRC.
 - C. The Metropolitan King County Council shall have authority and responsibility for all fund allocation matters, including approval of the annual CDBG and HOME Program Administrative Set-asides and appropriation of all CDBG and HOME Program funds.
 - D. The King County Executive, as administrator of the CDBG and HOME Program, shall have authority and responsibility for all administrative requirements for which the County is responsible to the federal government.
 - E. The King County Executive shall have authority and responsibility for all fund control and disbursements.
 - F. The King County Executive shall have the authority and responsibility to staff the JRC and provide liaison between HUD and the Urban County Consortium. County Executive staff shall prepare and present to the JRC evaluation reports or recommendations concerning specific proposals or policies, and any other material deemed necessary by the JRC to help it fulfill its powers and duties.
 - G. King County Executive staff shall have the authority and responsibility to communicate and consult with the Joint Agreement City on CDBG and HOME Program policy and program matters in a timely manner.
 - H. King County Executive staff shall provide periodic reports on clients served by jurisdictions in the Housing Stability and Housing Repair programs and on the status of CDBG and HOME Program funded projects and make them available to all participating jurisdictions and the JRC.
 - I. King County Executive staff shall administer contracts and provide technical assistance, both in the development of viable CDBG and HOME Program proposals and in complying with CDBG and HOME Program contractual requirements.
 - J. King County Executive staff shall have environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act, under which King County may require the local incorporated jurisdiction or contractor to furnish data, information, and assistance for King County's review

and assessment of whether preparation of an environmental impact statement is required. Additional environmental review costs may be charged directly to individual project activity and will be addressed in the proposed project application.

- K. King County Executive staff shall implement City funded capital projects, except City administered projects as noted below.

VII. **RESPONSIBILITIES OF THE CITY**

- A. The City shall cooperate in the development of the Consolidated Plan and related plans.
- B. The City shall assign a staff person to be the primary contact for the County on CDBG/HOME Program issues. The assigned CDBG/HOME Program contact person is responsible for communicating relevant information to others at the city.
- C. The City will bear all responsibility for local annual program planning, using financial projections that will be provided by the County.

The City will ensure:

- 1. that all selected projects (1) are an eligible activity, (2) meet a national objective, and (3) are consistent with the Consolidated Plan and all applicable JRC policies,
 - 2. that the public participation requirements are met and documented and will provide certification of such to the County,
 - 3. that all requested information by the County will be submitted in a timely manner that allows the County enough time to meet HUD timelines, and
 - 4. changes to the local program that require the County to amend budget amounts and/or submit an amendment to the Annual Action Plan after it has been submitted to HUD will only be accepted November through June. Budget amendments received by the 5th day of the month will be effective on the 1st day of the next month.
- D. The Joint Agreement city and/or their funded agencies owning community facilities or other real property acquired or improved in whole or in part with CDBG funds shall comply with use restrictions as required by HUD and as required by any relevant policies adopted by the JRC.
 - 1. During the period of the use restriction, the City shall notify County prior to any modification or change in the use of real property acquired or improved in whole or in part with CDBG funds. This includes any

modification or change in use from that planned at the time of the acquisition or improvement, including disposition.

2. During the period of the use restriction, if the City property acquired or improved with CDBG funds is sold or transferred for a use which does not qualify under the applicable regulations, the City shall reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG funds).
 3. The City will ensure County receipt of all required security documents related to funded capital project activities (this includes non-profit agencies which have been awarded funds) prior to the execution of a contract between the awarded agency and the County in order to incorporate said documents into the contractual agreement.
- E. City staff shall implement CDBG-funded projects within the program year and submit both vouchers and required reports to the County in a complete and timely manner. Prior to the first and last payment on capital projects exclusive of Housing Repair, acquisition and Community Based Development Organization projects, pre-approval must be received from County staff that federal labor requirements have been met.
- F. City legislative bodies shall approve or disapprove via motion or resolution all CDBG activities, locations, and allocations submitted by Joint Agreement City staff.
- G. The City will be responsible for subcontracting with third parties for services provided by a Community Based Development Organization for employee development services; and for public service and city managed projects, except for labor standards and relocation where responsibility will be shared with the County (see below). If federal requirements have an unforeseen budget implication (for example, if the City has not foreseen the need for relocation) the City will be responsible for the increased budget.
- H. The City shall fulfill to the County's reasonable satisfaction all relevant requirements of federal laws and regulations that apply to King County as applicant, including assurances and certifications described below.
- I. The City certifies that it has adopted and is enforcing:
1. a policy that prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. a policy that enforces applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdiction.
- J. Pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients when they receive CDBG funds to implement an activity. The applicable requirements include, but are not limited to, a written agreement with the County that complies with 24 CFR 570.503 and includes provisions pertaining to: statement of work; records and reports; program income; uniform administrative items; other program requirements; conditions for religious organizations; suspension and termination; and reversion of assets.
 - K. The City understands that it may not apply for CDBG grant entitlement funds from HUD for the period of participation in this Agreement.
 - L. The City in its participation in the CDBG urban county consortium through this Interlocal Agreement understands that it is also part of the Urban County for the HOME Program and that it may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.
 - M. When undertaking activities and/or projects with CDBG funds distributed under this Agreement, the City shall retain full civil and criminal liability as though these funds were locally generated.
 - N. The City retains responsibility in fulfilling the requirements of the State Environmental Policy Act under which County shall have review responsibility only.

VIII. SHARED RESPONSIBILITY

- A. Federal Labor Standards:
 1. The County will determine appropriate wage rates for inclusion in the construction bids and contracts, and hold preconstruction conferences with contractors, which City staff will also be required to attend.
 2. The County will be responsible for reviewing and approving weekly certified contractor payrolls (wage rates, benefits, proper apprentice-journey ratios, etc.). The County will complete a review of initial payrolls submitted to County staff within 10 working business days of receipt from the contractor or the City before payment will be made by the contracting agency.

3. The County will enforce contractor compliance with federal labor standards if the City waits to pay first and last construction draws until after the County approves the certified payrolls. If the City pays before the County approves, the City will be responsible for any compliance problems.
4. The County will be responsible for submitting information for the semi-annual contractor/subcontractor report and the Section 3 report to HUD.
5. The County will provide technical assistance to identify Davis-Bacon issues during the application process.
6. The County will handle non-compliance issues provided the above requirements are met.

B. Uniform Relocation Act/Barney Frank:

1. The City is responsible for identifying proposed projects that may trigger relocation and replacement housing requirements, and for budgeting sufficient funds in the project up front to address these issues:
2. The County will provide advice and technical assistance if consulted ahead of time and will handle any necessary relocation processes.
3. The City and/or funded agency will be responsible for any unforeseen relocation costs. Any unresolved relocation cost will be charged against the City's grant amount after due diligence is completed in collecting payment of funds from the funded agency.

C. Financial/Fund Management:

The County will be responsible for contracting with HUD for the grant funds; recording and tracking loan repayments and other program income; determining funds available under the caps; setting up and drawing down from IDIS; paying vouchers submitted by the city; doing budget revisions upon amendment; reconciling balances, program income, and funds available for carry over or reallocation at year's end; tracking overall expenditure rate; financial reporting to HUD, etc.

D. Reporting:

1. The City will report accomplishments to the County on each of their public service and stand alone projects.

2. The County will prepare all reports to HUD: CAPER; semi-annual reports on contracting/subcontracting, Section 3, and labor standards; quarterly Federal Cash Transaction Reports.
3. The County will report quarterly on capital project status and on housing repair activity. The Housing Stability Program report will continue to be submitted annually with updates provided on the geographic location of clients served.

E. Monitoring:

1. The City will annually monitor the agencies with which it subcontracts to ensure compliance with all federal, state and county requirements associated with CDBG funding with an on-site monitoring visit not less than every two years.
2. The County will monitor the City (and may monitor selected subcontracting agencies). County will be monitored by HUD, the State Auditor, and by the HUD Inspector General.
3. County staff will meet with City staff quarterly to monitor, provide technical assistance, and discuss capital project status.

F. The City will provide the County all information necessary from its application process for contracting and implementation purposes for all other stand-alone capital projects

G. City staff may participate in other Consortium-wide planning activities envisioned in the Consolidated Plan such as Interjurisdictional Advisory Group meetings regarding the HOME Program, and monitoring the Housing Stability Program, THOR funding, and other sub-regional processes.

VIII. GENERAL TERMS

A. This Agreement shall extend through the 2009, 2010 and 2011 program years, and shall remain in effect until the CDBG funds, HOME Program funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed. This Agreement shall be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice that it wishes to amend this agreement or elects not to participate in the new qualification period by the date set forth by HUD in subsequent Urban County Qualification Notices. The County, as the official applicant, shall have the authority and responsibility to ensure that any property acquired or assisted with CDBG funds is disposed of or used in accordance with federal regulations.

- B. Pursuant to 24 CFR Part 570.307(d)(2), during the period of qualification no included unit of general local government may terminate or withdraw from the cooperation agreement while it remains in effect.
- C. It is understood that by signing this Agreement, the City shall accept and agree to comply with the policies and implementation of the King County Consortium Consolidated Plan.
- D. Parties to this Agreement must take all required actions necessary to assure compliance with King County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, (Title III of the Civil Rights Act), the Fair Housing Act as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, the Americans with Disabilities Act of 1990, and other applicable laws.
- E. City agrees to affirmatively further fair housing and will ensure that no CDBG or HOME Program funds shall be expended for activities that do not affirmatively further fair housing within its jurisdiction or that impede the County's actions to comply with its fair housing certification. For purposes of this section, "affirmatively furthering fair housing" includes participation in the process of developing an Analysis of Impediments to Fair Housing Choice and a Fair Housing Action Plan. While King County has the primary responsibility for the development of these reports to HUD pursuant to Section VI(A) of this Agreement, upon request, the City shall provide assistance to the County in preparing such reports.
- F. Parties to this Agreement agree to negotiate in good faith any issues that may arise that are not specifically addressed by this Agreement.
- G. This Agreement shall be executed in three counterparts, each of which shall be deemed an original, by the chief executive officers of the County and the City, pursuant to the authority granted them by their respective governing bodies. One of the signed Agreements shall be filed by the County with the Region X office of HUD, one shall be filed with the City and one shall be filed with the County. Prior to its taking effect, the fully executed Agreement shall be filed with the County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.
- H. It is recognized that amendment to the provisions of this Agreement may be appropriate, and such amendment shall take place when the parties to this Agreement have executed a written amendment to this Agreement. The City and the County also agree to adopt any amendments to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth

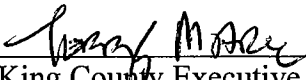
in an Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit such amendment to the HUD. Failure to adopt such required amendment shall void the automatic renewal of the Agreement for the subsequent qualification period.

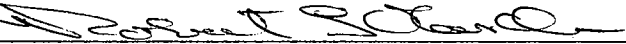
- I. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

KING COUNTY, WASHINGTON

CITY OF

Shoreline


for King County Executive


By: Signature

Jackie MacLean
Printed Name

Robert L. Olander
Printed Name

Director, Department of Community and
Human Services
Title

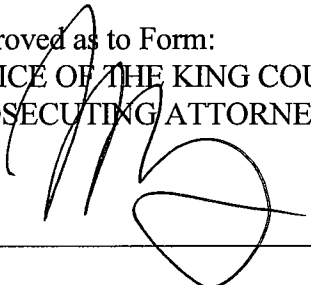
City Manager
Title

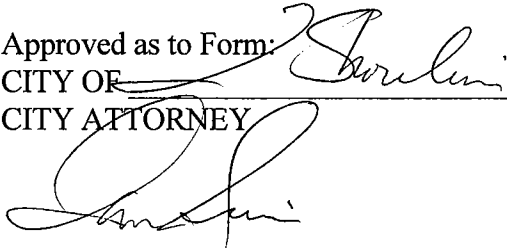
7/22/08
Date

07/23/08
Date

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

Approved as to Form:
CITY OF
CITY ATTORNEY





Jan Sievers
City Attorney

ATTEST:
CITY OF

Shoreline





Scott Passey
City Clerk



**King County Housing
And Community Development**

Community Services Division

Exchange Building

821 Second Avenue, Suite 500

Seattle, WA 98104-1598

(206) 296-8672

(206) 296-0229 FAX

TTY Relay: 711

November 25, 2008

TO: Regional Affordable Housing Program Consortium and CDBG/Joint
Agreement/HOME Consortium Cities in King County

FROM: Cheryl Markham, Program Manager, Housing and Community Development
Program

RE: Enclosed in this package, please find your signed copy of one or both of the
following agreements:

- 1) Regular CDBG/HOME, CDBG Joint Agreement/HOME, or HOME-Only
Agreement for the King County Urban County Consortium 2009 – 2011.
- 2) Regional Affordable Housing Program Interlocal Agreement 2007 - 2011

We have included in this package a copy of the face sheet and recording number
for each of the applicable agreements.

If your city did not sign one of these agreements and would still like to do so,
please have the appropriate staff contact me at Cheryl.Markham@metrokc.gov or
206-263-9067. Thank you.



King County

Community Services Division

Housing and Community Development

Department of Community and Human Services

401 Fifth Avenue, Suite 510

Seattle, WA 98104

206-263-9033 FAX: 206-296-0229

TTY Relay: 711



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KING COUNTY, WA

Please return to the Attention of:

Cheryl Markham, Program Manager
King County Housing and Community
Development
401 Fifth Avenue, Suite 510
Seattle, WA 98104

WASHINGTON STATE RECORDER'S COVER SHEET

Document Title

Regional Affordable Housing Program Interlocal Cooperation Agreement. An Agreement for the use of SHB 2060 Low-Income Housing funds in King County 2007 – 2011.

Grantor(s) / Grantee(s)

The Agreement is between King County, Washington and the cities of:

Beaux Arts Village, Bellevue, Burien, Carnation, Clyde Hill, Covington, Enumclaw, Federal Way, Town of Hunts Point, Issaquah, Kent, Kirkland, Lake Forest Park, Mercer Island, Newcastle, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Snoqualmie, Tukwila, and Town of Yarrow Point.

Full copies of each agreement are maintained by the Department of Community and Human Services / Community Services Division / Housing and Community Development Program located at 401 Fifth Avenue, Suite 510, Seattle, WA 98104.

REGIONAL AFFORDABLE HOUSING PROGRAM

INTERLOCAL COOPERATION AGREEMENT

An Agreement for the use of SHB 2060 Local Low Income

Housing Funds in King County

THIS AGREEMENT is entered into between King County, a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as the "county", and the City of Shoreline, hereinafter referred to as the "city", said parties to the Agreement each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, the King County Countywide Planning Policies, hereinafter referred to as the "CPPs", developed pursuant to the Washington State Growth Management Act, have established standards for cities to plan for their share of regional growth and affordable housing; and

WHEREAS, to implement the CPPs, the King County Growth Management Planning Council appointed a public-private Housing Finance Task Force in 1994, hereinafter referred to as the "HFTF", to recommend potential fund sources for affordable housing for existing low income residents and for meeting the affordable housing targets for future growth; and

WHEREAS the HFTF recommended a document recording fee as a source of regional dollars for low-income housing development and support, and recommended that representatives of the county, cities and the housing community work together to make decisions about the use and administration of such a fund; and

WHEREAS, existing Interlocal Cooperation Agreements or Joint Agreements between King County and cities in the King County Community Development Block Grant Consortium, hereinafter referred to as the “CDBG Consortium Agreements”, and/or existing Interlocal Cooperation Agreements between King County and cities in the King County HOME Investment Partnerships Program Consortium, hereinafter referred to as the “HOME Consortium Agreements”, are not modified by this Regional Affordable Housing Program Agreement; and

WHEREAS, the city and county agree that affordable housing is a regional issue, that cooperation between the cities and the county is beneficial to the region, and that a regional approach to utilizing the RCW 36.22.178 funds will allow those funds to be used in the most productive manner; and

WHEREAS, it is mutually beneficial and desirable to enter into a cooperative agreement in order to administer the RCW 36.22.178 revenue as a regional fund, as authorized by the Intergovernmental Cooperation Act, RCW 39.34, and, as required by RCW 36.22.178 ;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. Definitions and Interpretation.

Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise.

An interjurisdictional Joint Recommendations Committee (JRC) has been established through the CDBG and HOME Consortia Interlocal Cooperation Agreements and is hereby adopted as part of this Agreement. Changes to the JRC that occur in the CDBG and HOME Consortia Interlocal Agreements are incorporated by reference into this Agreement.

1. Composition of the JRC. For RAHP purposes, the JRC shall be composed of cities' representatives and county representatives as specified in the CDBG and HOME Consortia Agreements, with the addition of an appointment from the City of Seattle. The Seattle JRC representative will only attend JRC meetings that concern the RAHP funds and will be entitled to vote solely on RAHP issues and not on other King County Consortium matters coming before the JRC. The Seattle representative shall be an elected official, department director or comparable level staff.
2. Powers and Duties of the JRC. The JRC shall be empowered to:
 - a. Review and adopt annual RAHP fund allocations.
 - b. Review and adopt RAHP allocation policies.
 - c. Review and adopt any subsequent updates to the RAHP Administrative Guidelines, as appropriate, and when they expire in 2010 (the RAHP Admininstrative Guidelines are attached to this Agreement as Exhibit 1).

A jurisdiction that is party to this Agreement may dispute a JRC decision concerning the RAHP Guidelines by informing the JRC Chair of the dispute, and the JRC Chair will schedule time on the JRC agenda to discuss and resolve the disputed issue.

awarded RAHP funds in that year, as well as the status of capital housing projects that were awarded RAHP funds in a prior year(s).

King County HCD staff shall invite the representatives of cities that are a party to this Agreement to be involved in any work groups convened to update the RAHP Operations and Maintenance ("O&M") Fund policies, and to be on the review panel that will recommend O&M funding awards to the JRC.

C. Administrative Costs

The county agrees to pay the costs of administering the Regional Affordable Housing Program out of the five percent (5%) of the funds collected by the county for expenses related to collection, administration and local distribution of the funds, pursuant to RCW 36.22.178. No portion of the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall be utilized for RAHP administration.

D. Interest on the RAHP Fund

Interest accrued on the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall remain with the RAHP fund and will be distributed to projects according to the subregional allocation target formula found in the RAHP Administrative Guidelines.

E. Sub-Regional Geographic Equity

The parties intend that the RAHP funds shall be awarded to projects throughout King County in a fair and equitable manner over the duration of this Agreement. Equity is to be achieved through sub-regional allocation targets, as follows: A fixed percentage of RAHP local funds will be allocated to each sub-region of the county identified in

- B. The county may terminate this Agreement if at least forty percent (40%) of the jurisdictions in King County representing seventy-five percent (75%) of the population of King County have not signed this Agreement by February 1, 2008.
- C. Recording - Pursuant to RCW 39.34.040, this Agreement shall be filed with King County Records.

KING COUNTY, WASHINGTON

CITY OF Shoreline

Jackie MacLean
For King County Executive

Robert L. Olander
By: Signature

Jackie MacLean, Director
Printed Name

Printed Name

Department of Community and Human Services

Robert L. Olander
Title City Manager

Date 8/20/08

Date 03/28/08

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

Michael Sinsky
Michael Sinsky, King County Senior Deputy
Prosecuting Attorney

Approved as to Form:
CITY OF Shoreline
CITY ATTORNEY

Robert L. Olander
City Attorney

ATTEST:
CITY OF Shoreline

Seal
City Clerk

The King County RAHP/2060 Planning Group has designed a regional low income housing fund source, to be administered by the King County Housing and Community Development Program (HCD) in the Department of Community and Human Services.

II. Duration of the Guidelines

The RAHP Guidelines shall take effect on January 1, 2007, and shall remain in effect until December 31, 2010.

III. Review and Update of the Guidelines

Beginning in 2010, the Guidelines will be updated through the interjurisdictional Joint Recommendations Committee (JRC) pursuant to the RAHP Interlocal Cooperation Agreement, hereinafter "RAHP Agreement." The RAHP/2060 Planning Group will convene in the first half of 2010 to review the program and the RAHP Guidelines and to recommend any proposed changes to the JRC for adoption prior to the expiration date.

IV. Decision-Making Structure and Regional Allocation Method

A. Approving Body – Joint Recommendations Committee.

The interjurisdictional JRC, as defined in the RAHP Agreement, shall be the body that reviews and updates the RAHP Guidelines beginning in 2010, and reviews and adopts annual RAHP funding allocations and related allocation policies. The JRC will be expanded, pursuant to the RAHP Agreement, to include representation from the City of Seattle on RAHP matters.

Allocations and related policies adopted by the JRC must be consistent with these RAHP Guidelines, the Consolidated Plans of the King County Consortium and the City of Seattle, other local housing plans, as applicable, and the Ten Year Plan to End Homelessness in King County.

Leadership Program, Compass Center, Catholic Community Services, the King County Housing Authority, Seattle

The review process for RAHP allocations will proceed as follows:

- King County HCD staff will review all RAHP applications and make preliminary funding recommendations.
- Cities' staff will review applications for projects in their jurisdiction and make preliminary recommendations on those applications.
- Cities' staff will receive information on all RAHP applications to review prior to the advisory committee meeting at which final funding recommendations are formulated for transmittal to the JRC.
- Advisory committee participants will meet together at least annually to decide upon RAHP funding recommendations to the JRC, and may meet at other times during the year, as necessary, to discuss RAHP issues and make recommendations to the JRC.

C. Subregional Allocation Targets

The RAHP Fund will be a flexible fund that can address regional and subregional housing needs. The fund will use subregional allocation targets as a means to achieve geographic equity in the distribution of SHB 2060 funds by December 31, 2010, the date that these guidelines expire.

1. Subregional Areas:

- a. City of Seattle Subregion
- b. North/East Subregion – north and east urban and rural areas,
including 34 percent of unincorporated King County²

² Percent of unincorporated King County attributed to the North/East and South Subregions is based on the 2000 census data for households in the unincorporated portions of the King County Community Planning Areas, as listed in the 2002 Annual Growth Report.

the county, including unincorporated King County³. Based upon the RAHP formula, the sub-regional allocation targets are as follows:

City of Seattle:	37.9 percent
South:	32.7 percent
North/East:	29.4 percent

3. Interjurisdictional Advisory Committee to Monitor Subregional Allocation Targets

The advisory committee will monitor the subregional distribution of RAHP funds every year, determining if any subregion(s) received allocations below 95 percent of the subregion's allocation target.

If any subregion received allocations under 95 percent of the target allocation after several funding cycles, the HCD staff will work with the advisory committee to adjust the allocation targets of such subregion(s) in the subsequent funding cycles, as needed. In addition, the advisory committee may propose strategies and actions, for review by the JRC, that are designed to increase the percentage of RAHP funds spent in those subregion(s). Staff of the jurisdictions that are parties to the RAHP Agreement will assist in implementing actions that will aid in achieving geographic equity in RAHP allocations by December 31, 2010.

³ The percentage of a subregion's target relative to the cumulative target is derived by averaging the target percentages of the jurisdictions within that subregion. For each jurisdiction, the target percentage is calculated in the following manner: the number of households that a jurisdiction must anticipate, per the 2002-2022 Countywide Planning Policy (CPP) Growth Target, is multiplied by .24 or .20 (depending on the ratio of low wage jobs to low cost housing for the jurisdiction in Appendix 3 of the CPPs); that number is divided by the cumulative affordable housing target for low income households of all King County jurisdictions, including unincorporated King County.

B. RAHP Eligibility

1. Eligible Housing Types

a. Capital Funds

- Permanent rental housing units
- Transition in place and transitional housing units; units that are not time-limited are encouraged.
- Emergency shelter and licensed overnight youth shelter⁸
- Ownership housing

b. O&M Funds:

- Existing transitional and transition in place housing units
- Existing emergency shelters and licensed overnight youth shelters

2. Eligible Populations Served by Housing Units

- All units funded with RAHP funds must serve households at or below 50 percent of area median income. Projects that include units for households at or below 30 percent of area median income are encouraged.
- Homeless households⁹, including youth.
- Households at risk of homelessness.¹⁰

⁸ RAHP funds are limited to 50 percent of the development cost of any project; consequently, if a shelter project cannot secure adequate funding for the entire cost of development, the RAHP cannot prioritize the project.

⁹ Homeless households include: households that lack a fixed, regular and adequate residence; households that reside in a publicly or privately operated shelter designed to provide temporary living accommodations; households that reside in time-limited housing; and households that currently reside in an institution and will be exiting the institution without a fixed, regular and adequate residence.

- Capitalization of O&M rent buy-down reserves for new eligible housing units to serve households below 50 percent of AMI that are primarily homeless¹¹, or at risk of homelessness¹². Capitalized O&M reserves may only be used to write down rents to very affordable rent levels, below 30 percent of AMI and below 50 percent of AMI (i.e. between 30 percent and 50 percent of AMI,) for units that do not have debt service. Capitalized O&M reserves must be used for expenses directly related to running the building and may not be used for services to the tenants or to cover debt service¹³. This eligible use may not exceed 20 percent of the RAHP capital funds in any funding cycle.

b. O&M Funds:

- Existing transition in place or transitional housing units are eligible for O&M for ongoing building operations and maintenance expenses that cannot be covered by the rental income of the project, and may not include the cost of services to tenants or debt service.

that are substantially behind on their monthly housing payment or have a pending eviction, households with a disability whose housing is at risk due to aging relatives or other factors.

¹¹ See Note 6.

¹² See Note 7.

¹³ Other requirements for capitalized O&M reserves include: 1) projects will not be eligible for these funds unless they have either applied first to CTED for O&M and been denied, or have not received Housing Trust Fund capital dollars and are, therefore, not eligible for O&M from CTED; 2) funds will be awarded only in appropriate amounts as needed pursuant to review by the Housing Finance Program, and will be subject to negotiated modifications; and 3) capitalized reserves will be committed for a maximum of five years' rent buy-down subsidy.

- To the extent that there are differences between the HOF guidelines and RAHP guidelines, the RAHP guidelines will apply.
- A financial match by the local government where a housing project is to be located is not required, but is encouraged.
- RAHP funds will have no maximum subsidy per unit, but the development portion of the award (not including O&M rent buy-down reserves) will be limited to 50 percent of the total development cost of a project.

B. RAHP Operating and Maintenance Funds

The RAHP O&M funds will be administered through the King County HCD Program's Homeless Housing Programs (HHP) Section.

The priority for RAHP O&M funds is existing projects that have been unsuccessful in receiving State 2060 O&M funds or ESAP funds.

HHP will work with the Committee to End Homelessness to ensure that the uses of RAHP O&M funds are consistent with the priorities of the Ten Year Plan to End Homelessness.

HHP will invite city staff and other stakeholders to participate in updating the RFP parameters for O&M funds, if and when updates are necessary, and will invite the same to participate on the panel to review applications for the RAHP O&M funds. The review panel will recommend O&M fund awards to the JRC for final adoption.